

# Exhibit V

1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF NEW JERSEY  
3 TRENTON DIVISION  
4 Case No. 3:20-cv-13509-FLW-DEA

5 ANDREW RITZ AND MICHAEL RITZ, )

6 Plaintiffs, )

7 -vs- )

8 NISSAN-INFINITI LT; TRANS )

9 UNION, LLC; EQUIFAX )

10 INFORMATION SERVICES, LLC; and )

11 EXPERIAN INFORMATION SOLUTIONS, )

12 INC., )

13 Defendants. )

14 DEPOSITION OF TANYA MESSMER

15 The deposition upon oral examination of  
16 TANYA MESSMER, a witness produced and sworn before  
17 me, Craig Williams, RPR, CMRS, a Notary Public in  
18 and for the County of Marion, State of Indiana,  
19 taken on behalf of the Plaintiffs, via remote Zoom  
20 videoconference, on the 4th day of August 2021,  
21 scheduled to start at 9:00 a.m., pursuant to the  
22 Federal Rules of Civil Procedure with written  
23 notice as to time and place thereof.  
24  
25

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1 going to have a corrective action plan.  
 2 recommend one. Walk me through how you would  
 3 evaluate this case for that.  
 4 A Well, we would look at the notes, we would look  
 5 at what was provided as the complaint, so we  
 6 would look at the complaint given.  
 7 We would look at what had happened, and we  
 8 would look at any documents that were pertained  
 9 in it, so anything that was there that was  
 10 documented. Or if we received documents, we  
 11 would look at that. In this case, we did  
 12 receive documents when we received it through  
 13 CFPB.  
 14 Q Oh, is that how -- I was going to ask you at  
 15 some point. Is that how it got to your  
 16 attention, because it was a CFPB complaint?  
 17 A Yes.  
 18 Q Got it.  
 19 Do you respond to CFPB complaints on a  
 20 regular basis?  
 21 A Yes.  
 22 Q So knowing what you know about this case, what  
 23 happened when the Ritzes attempted to return the  
 24 car, did return the car, and everything that  
 25 happened to the point where you made the

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1 correction on their credit files, do you think  
 2 anything here is deserving of a corrective  
 3 action plan?  
 4 MR. SIMOES: Objection as to form.  
 5 A No. I think that there were circumstances here  
 6 in which I made a judgment call and I made an  
 7 exception to the process, the expected process.  
 8 Q Why would that mean that it's not deserving of a  
 9 corrective action plan?  
 10 A We are dependent on the dealership in providing  
 11 us the receipt of the vehicle grounding. And it  
 12 has to come in a format in which it looks like  
 13 it comes from the dealership. If you look at  
 14 the account, that's not provided until later.  
 15 And then as it's provided, it's incorrect.  
 16 Q Why do those things mean no corrective action  
 17 plan would be recommended?  
 18 A Because we don't see it as an improvement  
 19 suggested to us. So corrective action plans go  
 20 to our business to see what improvements could  
 21 be happening with the process. In this  
 22 situation, I believe that they didn't do  
 23 anything wrong.  
 24 Q You think the Ritzes did?  
 25 A No, I'm not saying that either. I'm saying

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1 whatever happened with the altercation between  
 2 the Ritzes and the dealership, that's  
 3 unfortunate, but that's between them. We are  
 4 expecting something from the dealership that  
 5 tells us when that car is returned. We rely on  
 6 them.  
 7 Q Do you know how to read a lease agreement?  
 8 A Yes.  
 9 Q Have you ever looked at one, read one?  
 10 A Yes.  
 11 Q Do you know what the Fair Credit Reporting Act  
 12 is?  
 13 A Yes.  
 14 Q What is it?  
 15 A It's a federal regulation that binds financial  
 16 institutions to report our information  
 17 accurately.  
 18 Q What does it mean to report information  
 19 accurately?  
 20 MR. SIMOES: Objection, calls for a legal  
 21 conclusion.  
 22 Q You can answer.  
 23 A Oh, sorry.  
 24 It means that we are responsible for  
 25 reporting the information as it comes to us when

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1 it comes to reporting payments on time. If it's  
 2 missed, it's reported as such.  
 3 Q So when you say the Fair Credit Reporting Act  
 4 obligates Nissan to report information  
 5 accurately, that means to you that you are to  
 6 report the information as it comes to you?  
 7 MR. SIMOES: Objection as to form.  
 8 Q Is that right?  
 9 A Yes.  
 10 Q As it comes to you from where, from who?  
 11 A Well, what I understand is, that as we make  
 12 payments, as customers make payments, we are  
 13 reporting it. And I apologize, I'm not part of  
 14 the CBM team. I'm sure that they can give you a  
 15 better answer.  
 16 Q Well, you're not going to distance yourself too  
 17 far from that, are you? You're the one that  
 18 decided to make the correction to the credit  
 19 reporting; right?  
 20 A Correct.  
 21 MR. SIMOES: Objection as to form.  
 22 Q I'm not sure you're answering my question. How  
 23 do you decide if the information you're  
 24 reporting is accurate? What method are you  
 25 using to determine accuracy?

7 (Pages 22 - 25)

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1 Q You don't have any opinion on that?  
 2 A No.  
 3 Q Does that matter to you in terms of what  
 4 happened in this case?  
 5 A No.  
 6 Q So it doesn't matter to you one way or another  
 7 whether the Ritzes had an appointment or not?  
 8 MR. SIMOES: Objection, asked and answered  
 9 Q Right?  
 10 MR. SIMOES: You can answer, Tanya  
 11 A I'm sorry. No. When it comes to how we handle  
 12 the complaint, no.  
 13 Q I'm not asking you how -- well, okay.  
 14 Let's frame this a little bit, Tanya. The  
 15 CFPB complaint that the Ritzes made was a  
 16 complaint that Nissan was inaccurately reporting  
 17 that they made a payment 30 days late; right?  
 18 A Yes.  
 19 Q The reason Nissan reported the payment a 30-day  
 20 late payment, which they did, right?  
 21 A Yes.  
 22 Q The reason they reported that 30-day late  
 23 payment, was because they charged the Ritzes as  
 24 if they had not returned the car on August 9th,  
 25 the Ritzes didn't pay that charge, and that

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1 became a late payment; right?  
 2 A Yes.  
 3 Q So in deciding whether the reporting to the  
 4 consumer reporting agencies, the 30-day late  
 5 reporting is accurate or not, you need to  
 6 answer; one, whether the charge was justified;  
 7 and two, if the charge was justified, whether it  
 8 was paid and should be reported as late; right?  
 9 MR. SIMOES: Objection as to form.  
 10 Q In order to decide whether the charge was  
 11 justified or not, there's only one thing you can  
 12 do and one place you needed to look, and that is  
 13 in the lease itself; agreed?  
 14 MR. SIMOES: Objection as to form.  
 15 A No. The lease in itself explains that the car  
 16 needs to be returned, an odometer statement  
 17 needs to be received.  
 18 Q Right. Where else would you look to decide what  
 19 you can and cannot charge this customer besides  
 20 the lease?  
 21 A That's what I mean.  
 22 Well, let me say this. Yes, in that it's  
 23 in the lease, but the lease also indicates that  
 24 you have to have an odometer statement.  
 25 Q Are you not understanding my question? My

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1 question is --  
 2 A I do understand your question.  
 3 Q -- if you want to know, if we want to know, as  
 4 you just agreed we do, whether Nissan properly  
 5 charged the Ritzes, the only place we need to  
 6 look to get the answer to that question is the  
 7 lease; right?  
 8 MR. SIMOES: Objection as to form.  
 9 A The lease indicates the term end procedures. We  
 10 are receiving word from the dealer when the  
 11 vehicle is returned.  
 12 Q Is that a yes or no to my question? Do you want  
 13 me to ask it again?  
 14 A Yeah, ask it again.  
 15 Q In order to decide whether the late payment was  
 16 being reported correctly, you have to know  
 17 whether there was a late payment. In order to  
 18 know if there was a late payment, you need to  
 19 know if there was a charge that was not paid,  
 20 and that charge has to be a charge that Nissan  
 21 can make; right? If it's a charge that Nissan  
 22 doesn't have a right to make, then the late  
 23 payment would be inaccurate; agreed?  
 24 A Agreed.  
 25 MR. SIMOES: Objection as to form.

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1 Q Right? I mean that follows; right? If Nissan  
 2 makes a charge on a customer that they are not  
 3 authorized to make and that customer doesn't pay  
 4 it, and later reports that the customer is late  
 5 in making that payment, that reporting would be  
 6 inaccurate because Nissan didn't have the right  
 7 to make the charge in the first place?  
 8 A What do you mean authorized?  
 9 MR. SIMOES: Objection as to form and calls  
 10 for a legal conclusion.  
 11 Q And that's what we're talking about right now.  
 12 What charges Nissan is authorized to make on  
 13 this consumer. And my question to you was, in  
 14 order to answer that, there is one place and one  
 15 place only that we need to look, and that place  
 16 is the lease?  
 17 A Yes.  
 18 MR. CENTO: Tanya, we've been going for  
 19 about an hour. Usually I take a break about  
 20 every hour. I didn't mention this at the  
 21 beginning, but if you need to take a break  
 22 between those times, let us know, we'll gladly  
 23 give you one. But if you don't, usually I will  
 24 take a break about every hour.  
 25 So if it's okay with you, Sergio, can we

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